

**02/11/16**

Dear Prospective Quoter:

**SUBJECT: Request for Quotations Number (RFQ) SGG80016Q0018**

The Embassy of the United States of America invites you to submit a quotation for attorney services for a real estate transaction.

Your proposal must be submitted via email to [TbilisiBids@state.gov](mailto:TbilisiBids@state.gov) with RFQ number and description in subject line on or before 5:00pm on 02/25/2016.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section A
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to [TbilisiBids@state.gov](mailto:TbilisiBids@state.gov) during regular business hours.

Sincerely,

**Mirena Hine**

Contracting Officer

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)		THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	PAGES
1. REQUEST NO. <b>SGG80016Q0018</b>	2. DATE ISSUED <b>02/11/2016</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5A. ISSUED <b>General Services Office, American Embassy, 11 George Balanchine St.</b>			6. DELIVER BY (Date) <b>14 days ARO</b>			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY			
NAME <b>Tamar Jashi</b>		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
		NUMBER <b>2277172</b>				
8. TO:			9. DESTINATION			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE <b>AmEmbassy Tbilisi</b>		
c. STREET ADDRESS			b. STREET ADDRESS <b>11 George Balanchine st.</b>			
d. CITY		e. STATE	f. ZIP CODE	c. CITY <b>Tbilisi, Georgia</b>		
				d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>02/25/2016</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
<b>1</b>	<b>Attorney services for a real estate transaction.</b>					
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
					NUMBER	%
NOTE: Additional provisions and representations [X] are [ ] are not attached.						
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE	
					NUMBER	

## TABLE OF CONTENTS

### SF-18 COVER SHEET

- A. PRICES
- B. STATEMENT OF WORK
- C. INSPECTION AND ACCEPTANCE
- D. DELIVERIES AND PERFORMANCE
- E. CONTRACT ADMINISTRATION DATA
- F. SPECIAL CONTRACT REQUIREMENTS
- G. CLAUSES
- H. LIST OF ATTACHMENTS
- I. INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION
- J. EVALUATION CRITERIA
- K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTORS

A. PRICES

A.1. Value Added Tax

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

A.2. Contract Type

The Contractor shall perform all work required in Section B. This is a labor-hour purchase order. The hourly rates stated in this purchase order shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

PRICES

1. Provide a 'Not to Exceed' price to complete Statement of Work items 2.1, 2.2, 2.3

Estimated number of hours: \_\_\_\_\_

The hourly rate for this work shall not exceed \_\_\_\_\_ per hour,

with a 'Not to Exceed' Price of \_\_\_\_\_

2. Provide a 'Not to Exceed' price to complete Statement of Work items 2.4., 2.5, 2.6

Estimated number of hours: \_\_\_\_\_

Hourly rate for this work shall not exceed \_\_\_\_\_ per hour,

with a 'Not to Exceed' Price of \_\_\_\_\_.

5. Provide a 'Not to Exceed' Price to complete Statement of Work items 2.7., 2.8., 2.9

Estimated number of hours: \_\_\_\_

Hourly rate for this work shall not exceed \_\_\_\_ per hour,

Total Estimated 'Not to Exceed' Price \_\_\_\_\_

Total not to exceed price for the order \_\_\_\_\_

***Quoter shall submit prices in U.S. dollars. Payment will be made in local currency at the exchange rate in effect the day an invoice is processed for the payment by Financial Management Office.***

## SECTION B – STATEMENT OF WORK

### 1.0 INTRODUCTION

The United States Government's Department of State (DOS) requires legal services in Tbilisi, Georgia to assist in the acquisition of real properties. Services required include: (1) assistance in negotiations; (2) contract drafting and revising; (3) property title searches and certifications; and (4) guidance in the acquisition process relating to the applicable laws in Tbilisi.

The firms should be fluent in English writing, speaking and translation, and knowledgeable in local real estate law and practice.

### 2.0 SCOPE DESCRIPTION

The selected attorney shall:

2.1 Review the draft Letter of Intent to Purchase and the Conditional Purchase Agreement and recommend revisions, if necessary, to conform to local law and protect the United States Government's interests. Should revisions be required, the attorney reviewing the draft agreements should prepare a revised version of the agreement, together with a written explanation of the basis for making the revisions.

2.2 Translate the Conditional Purchase Agreement and any revisions thereto into to language of the host country and provide a mutually signed copy of both an English version and host country version of the fully executed agreement.

2.3 Advise and assist the United States Government in applying for host government approval, if required; and exemptions of stamp duties, registration taxes, and other expenses to which the United States Government is entitled under the Vienna Convention on Diplomatic Relations.

2.4 Submit Pre-purchase Certification of the property titles. The Certification shall include, but is not limited to:

2.4.1 Provide a summary overview of the bundle of property rights that the seller is conveying.

2.4.2 Advise the United States whether or not the intended purchase will require the government of Tbilisi's and/or Georgia's approval and what, if any, ministry is responsible for granting approval.

2.4.2 Provide a summary of the zoning regulations that govern the use of the property.

2.4.3 Explain in detail any applicable taxes or fees associated with the subject property and whether or not the United States government is exempt from those fees.

2.4.4 Enlist a third party licensed surveyor/engineer to survey the property and confirm that the property's boundaries conform to the legal description in the recorded deed (the fee for this service must be included in the bid).

2.5 Review any applicable condominium or homeowner regulations for the property to be acquired and identify any restrictions or limitations to the interest of the United States Government in buying, owning, using, operating, modifying, and selling any property.

2.6 Perform a title search of a property to be acquired immediately before closing on a sale. The search must include, but is not limited to:

2.6.1 Confirmation that the metes and bounds of the boundary survey still conforms to the appropriate deed;

2.6.2 Confirmation that the seller is delivering free, clear, and unencumbered title to the property and has all necessary host government approvals to sell and transfer the property; and,

2.6.3 Confirmation that any applicable condominium or homeowner regulations have not been altered to restrict or limit the interest of the United States Government.

2.7 Prepare and register all documents required for the formal transfer of the purchased interest in the subject property to the United States Government.

2.8 Prepare and submit Post-purchase Certification that testifies that the United States has taken legal title to the property. Insure that the Embassy is delivered a copy of the recorded deed and provide an English translation of the deed.

2.9 Participate in related meetings and negotiations, as needed.

### 3.0 DELIVERABLE SCHEDULE

Task No.	Deliverable	Due Date
2.1	Completion and submission of revised Letters of Intent to Purchase and the Conditional Purchase Agreement including explanations.	<b>10 business days</b> following Notice to proceed
2.4	Perform and submit Pre-Purchase Certification — of the property(ies) to be acquired.	<b>7 days</b> or less following signing of purchase agreement
2.5	Review applicable condominium or homeowner regulations for property(ies) to be acquired.	<b>10 business days</b> or less following signing of purchase agreement
2.6	Perform final title search of the property to be acquired.	<b>1 day</b> before Settlement/ Closing Date
2.7	Prepare and register all documents required for the formal transfer of the purchased interests in the subject property to the USG.	As necessary, but no later than <b>5 business days</b> following receipt of signature
2.8	Prepare and submit Post-Purchase Certification	<b>7 days</b> following final registration of all documents

#### 4.0 SUBMITTAL REQUIREMENTS

The following documents must be submitted to the Contracting Officer in order to be considered for this opportunity. The documents include:

- Pricing Proposal and Quote;
  - Brochure or other documentation of the firm indicating its experience and expertise in real estate practices;
  - Resumes for each attorney who will be assigned to the work; and,
- a recent sampling of other completed housing transactions.

#### C. INSPECTION AND ACCEPTANCE

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
---------------	-----------------------

52.246-6	INSPECTION—TIME AND MATERIAL AND LABOR-HOUR (MAY 2001)
----------	--

D. DELIVERIES AND PERFORMANCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
---------------	-----------------------

52.242-15	STOP-WORK ORDER (AUG 1989)
-----------	----------------------------



E. CONTRACT ADMINISTRATION DATA

E.1. Contracting Officer's Representative

(a) RESERVED

E.2 Invoicing and Paying Instructions

a. The Contractor shall submit his invoice in the original and three copies to the designated billing address indicated in this contract. The CO will determine if the invoice is complete and proper as submitted. The CO also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the CO will, within seven days, request the Contractor to submit a revised invoice.

b. The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice should also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, he shall contact the COR.

c. Contractor shall mail the invoices to:  
Financial Management Office  
US Embassy Tbilisi  
11 George Balanchine St.  
Tbilisi, Georgia

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- i. Name and Address of the Contractor
- ii. Date of invoice
- iii. Unique Vendor Invoice Number
- iv. Remittance Contact Information
- v. Payment Terms
- vi. Description of provided services
- vii. Total Invoice Amount
- viii. Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- ix. The name of the contractor on the invoice must match the information indicated on the order/award
- x. Electronic funds transfer (EFT) banking information

F. SPECIAL CONTRACT REQUIREMENTS

F.1 Permits

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

F.2 Release of Information

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

## SECTION G - CLAUSES

G.1 The following clauses apply for all services provided under this contract.

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also utilize Internet “search engines” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2015)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATting TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENFORCING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.227-17	RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
52.232-25	PROMPT PAYMENT (JUL 2013)
52.232-32	PERFORMANCE-BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2015)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004) <i>Alternate IV (SEP 1996)</i>
52.249-14	EXCUSABLE DELAYS (APR 1984)

## FAR CLAUSES PROVIDED IN FULL TEXT

### II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.  
(End of clause)

#### 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

## SECTION H - LIST OF ATTACHMENTS

RESERVED

## SECTION I - INSTRUCTION ON HOW TO SUBMIT A QUOTATION

### I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

#### Summary of Instructions

Each quotation must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u># of Copies</u>
1	Executed Standard Form 18 and Completed Section A	1
2	Management Information	2

Submit the complete quotation to the address on SF-18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

1. Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.
2. Volume 2 shall include information demonstrating the quoter's ability to perform including:

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past 5 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Georgia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful



performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work.
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
6. Resumes for each attorney who will be assigned to the work; and, a recent sampling of other completed housing transactions.

I.2 Submit the complete quotation to the [TbilisiBids@state.gov](mailto:TbilisiBids@state.gov) .

Quotations submitted after the due date and time indicated on the SF-18 cover sheet may not be considered.

I.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, you may use Internet "search engines" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

#### I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

The following Federal Acquisition Regulation provisions are incorporated by full text:

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour purchase order resulting from this solicitation.

(End of provision)

##### 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Management Counselor, US Embassy Tbilisi, 11 George Balanchine St.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### I-4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 3 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## SECTION J – EVALUATION CRITERIA

J.1 Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

J.2 The following Federal Acquisition Regulation (FAR) provision(s) is/are provided in full text:

### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise;
  - (2) On the date specified for receipt of proposal revisions.

(End of provision)

### J.3 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

SECTION K - REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);

- ☐ Government Entity (Federal, State or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:  
     Name \_\_\_\_\_  
     TIN \_\_\_\_\_

(End of provision)

**K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541110, 541990**.

(2) The small business size standard is **\$11 million dollars (541110) and \$15 million dollars (541990)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—

Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
--------------	-------	------	--------

_____	_____	_____	_____
-------	-------	-------	-------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3. AUTHORIZED CONTRACT ADMINISTRATOR - If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_



\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

**K.4. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)**

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers’ compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*] –

- ☐ Workers’ compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers’ compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in Block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

K.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (*50 U.S.C. 1701 note*); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;

or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has *o* has not *o*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered

in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

The following DOSAR is provided in full text:

**652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)**

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)